

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR  
ADDENDUMS PRIOR TO SUBMITTING PROPOSAL**

**NOTICE TO BIDDERS  
SPECIFICATION NO. 06-072**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**PHOTOGRAPHY SERVICES  
AT  
LINCOLN PARKS AND RECREATION  
YOUTH SPORTS PROGRAMS**

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, February 22, 2006** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Document(s) may be downloaded at <http://www.lincoln.ne.gov>. Keyword: bids. Prospective submitters must monitor the bid listing for any addendums.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. It is the responsibility of all bidders to check for addendum(s) prior to submitting bids. Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

**PROPOSAL**  
**SPECIFICATION NO.06-072**  
**BID OPENING TIME: 12:00 NOON**  
**DATE: Wednesday, February 22, 2006**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specification numbers \_\_\_\_\_ through \_\_\_\_\_ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from any obligations specified in the bid request. All addenda shall become part of the final contract document.

**BIDDING SCHEDULE**

**PHOTOGRAPHY SERVICES AT LINCOLN PARKS AND RECREATION YOUTH SPORTS PROGRAMS**  
**PERCENT OF FEE TO BE PAID TO THE CITY OF LINCOLN: \_\_\_\_\_%**  
**SUBMIT PRICE LIST AND PICTURE OPTIONS AVAILABLE TO PARTICIPANTS ON YOUR COMPANY LETTERHEAD.**

**INTER-LOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

\_\_\_\_ **YES**    \_\_\_\_ **NO**

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.**  
**MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 06-072**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**CITY,                      STATE                      ZIP CODE**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**TELEPHONE**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**EMAIL ADDRESS**

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS**

\_\_\_\_\_  
**TERMS OF PAYMENT**

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and reviewed by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: **Bid**  
The Intent to Award will be listed on the website when a recommendation is received from the Department.

**Specification 06-072**  
**Open: Wednesday February 22, 2006 at 12:00 p.m.**  
**Photography Services for**  
**Lincoln Parks and Recreation Youth Sports Program**

**1. Scope**

- 1.1 Contractor shall furnish all licenses, materials, equipment and personnel to conduct a youth sports photography program. A successful program would likely include an opportunity to have team/individual photos taken.
- 1.2 The term of the agreement shall be from the date of the agreement through August 31, 2006 with options to renew for three (2) additional one year terms.
- 1.3 The City Operates the following youth sports programs at various locations throughout Lincoln:
  - 1.3.1 Sport-Roller Hockey  
Season-April/May  
Approx # of Participants- 125  
Ages- 8 -16yrs old
  - 1.3.2 Sport- Girls Basketball  
Season-October/November  
Approx # of Participants- 200  
Grades 2nd through 8<sup>th</sup>
  - 1.3.3 Sport-Boys Basketball  
Season-December/January  
Approx # of Participants-300  
Grades 2nd through 8<sup>th</sup>
  - 1.3.4 Sport-Youth Coed Volleyball  
Season February/March  
Approx # of Participants-300  
Grades 2nd through 8<sup>th</sup>
  - 1.3.5 Lacrosse  
Season-September/October  
Approx # of Participants-100  
Ages 8 - 16 yrs old
  - 1.3.6 Sport-Summer Swim/Dive Team  
Season-June to August  
Approx # of Participants-700  
Ages 8 to 18 yrs old
  - 1.3.7 Flag Football  
Season-September/October  
Approx # of Participants-250  
Ages 6 - 14 yrs old

- 1.3.8 Wrestling  
Season-November/December  
Approx # of Participants-50  
Ages K-3 grades
- 1.3.9 Flag Football Camp  
Season-July  
Approx # of Participants-75  
Ages 6 - 14 yrs old
- 1.3.10 Lacrosse Camp  
Season-August  
Approx # of Participants-50  
Ages 8 - 16 yrs old
- 1.3.11 Indoor Soccer (Futsal)  
Season-February/March  
Approx # of Participants-100  
Ages 8 - 16 yrs old
- 1.4 The agreement is not limited to the above list and other Parks and Recreation Department programs may desire to use this service.
- 1.5 Interested bidders are urged to visit with the Athletics and Aquatics Office to determine the available space and locations of programs.
- 1.6 The Attached sample Agreement serves as specifications and include all terms and conditions applicable to conducting a Photography Service.
  - 1.61 No other terms and conditions, whether expressed or implied, shall apply.
  - 1.62 The terms and conditions apply equally to each sport/location covered by the agreement.
  - 1.63 Sample Agreement need not be executed as part of your bid.

## **2. Agreement and Insurance**

- 2.1 Within fourteen (14) calendar days after award of the bid, the contractor must execute a written agreement between the contractor and the City.
- 2.2 Also within such time period, the contractor must furnish with the agreement a certificate of insurance in accordance with requirements specified in the agreement.
  - 2.2.1 All certificates of insurance shall be filed with the city on the standard ACCORD CERTIFICATE OF INSURANCE form shoeing the specific limits of insurance required, and showing the City as an additional insured as pertains to conducting a photography service for the term of the agreement.
  - 2.2.2 Such certificate shall specifically state the insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

**3. Bidding Procedure and Award**

- 3.1 Bidders shall indicate the following amounts on their proposal form:
  - 3.1.1 Price list and picture options available to participants
  - 3.1.2 The amount or percent of fee to be paid to the city.
- 3.2 Bidders shall submit the following information with their bid:
  - 3.2.1 Estimated turnaround time from taking the pictures to delivery
  - 3.2.2 A list of references and professional affiliations which establish bidder's qualification to perform a photography service.
- 3.3 The determination of the award of bids shall be vested solely with the City of Lincoln.

## **AGREEMENT**

WITNESS the agreement by and between the CITY OF LINCOLN, NEBRASKA, a Municipal Corporation hereinafter referred to as "City" and \_\_\_\_\_, hereinafter referred to as "Contractor(s)."

WHEREAS, City operates a number of youth sports leagues throughout the year and desires to offer participants an opportunity to have team/individual photos taken.

WHEREAS, Contractor(s) is experienced in the photography business, is able to provide such service and is desirable for the conducting of such service.

NOW THEREFORE, in consideration of the premises and of the agreements and covenants herein, the parties hereto agree as follows:

1. The term of this agreement shall be from \_\_\_\_\_ through \_\_\_\_\_ with option to renew for two (2) additional one (1) year terms upon mutual agreement between the parties hereto.
2. Contractor(s) agrees to indemnify and hold harmless and defend the City of Lincoln, Nebraska, and its officers, agents, servants and employees from and against all losses, claims, damages and expenses including attorney's fees arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property.
3. Contractor(s) agrees to furnish liability insurance for the operation under such permit. Such insurance coverage shall be in the minimum amounts of five hundred thousand dollars (\$500,000) for the injury or death of any number of persons per occurrence, and one hundred thousand (\$100,000) for property damage per occurrence; and both the person or organization and the City shall be insured thereunder. A certificate of insurance shall be filled and approved as to form by the City Attorney before the commencement of such use, and shall provide that it cannot be canceled until thirty (30) days written notice of such cancellation shall have been filed with the City Clerk.
4. Contractor(s) agrees to pay the City \_\_\_\_% of the gross sales. The City is not responsible to pay Contractor(s) for any cost or charge whatsoever. The payments to the City are to be made within sixty (60) days of each Scheduled "Picture Day".
5. Contractor(s) agrees to provide participants with order forms and any other informational material that would be needed for participants to be aware of the service and to place an order. Contractor(s) further agrees to collect fees for photo orders of Parks and Recreation Department programs at the time team/individual pictures are taken on park property. Contractor(s) agrees to be responsible for all merchandise vended pursuant to this Agreement and to assume all risk for participant satisfaction with the product, collection of all fees, delivery of product, loss on any orders or any other product related issues that may arise.
6. City agrees to provide appropriate space to set up and take photographs on park property, to include information in mailings or flyers and to schedule a "Picture Day" for Contractor(s) to provide this service.

7. City will furnish list of participants to Contractor(s) upon request. Contractor(s) shall furnish to Parks and Recreation a list of all participants who choose to purchase photos/photo packages.
8. City agrees to allow vendor to collect fee for their service on City property at the time photos are taken.
9. Contractor(s) will furnish sufficient numbers and quality of equipment and staff to provide service in a professional, timely manner.
10. Contractor(s) will furnish proof of qualifications to provide photography service. The Contractor(s) or an appointed photographer shall serve as photographer for all scheduled "Picture day" events.
11. Contractor(s) shall submit, in final draft from a copy of all promotional, informational, and ordering material for approval prior to its being distributed.
12. Contractor(s) will be required to provide at least one (1) "Picture Day" for each sport league season. Season dates will be determined by the Parks and Recreation Department and will be furnished to the Contractor(s).
13. Contractor(s) shall display no advertising on Park property other than approved signage at the site of the "Picture Day" during the time of the "Picture Day" activities.
14. Contractor(s) further agree to support and adhere to the policies, rules, directions and regulations of the Parks and Recreation Department.
15. City reserves the right to exercise general supervision and control during the "Picture Day". Contractor(s) shall conduct all operations, and all photography services in conformity with laws of the State of Nebraska and the ordinances of the City of Lincoln, and Contractor(s) shall immediately report any unlawful conduct by participants at the "Picture Day" events to the Parks and Recreation Department.
16. Contractor(s) shall not discriminate against any person because of race, color, religion, sex or national origin in any operations set forth herein or connected therewith.
17. Any official of the City may be present at the "Picture Day" event for inspection purposes.
18. City assumes no responsibility for the property of the Contractor(s) including no responsibility for loss from fire, theft, pilferage or malicious mischief.
19. This Agreement shall not be assigned or sublet by Contractor(s) except upon the express written permission from the City.
20. For good cause, such as continued absenteeism, misconduct by the Contractor(s) or failure to comply with the terms and conditions of this Agreement, the City may upon written notice deliver to Contractor(s) in person or Contractor(s) residence, termination of the agreement in regard to aforementioned services within three (3) days, without further liability to the City.

21. Contractor(s) shall be considered to be an independent contractor under and by virtue of the terms of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

APPROVED:

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
City Clerk Date



# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

### PURCHASING DIVISION

#### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

#### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

#### **3. BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### **4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

#### **5. ADDENDA**

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **6. ANTI-LOBBYING PROVISION**

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

#### **7. BRAND NAMES**

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

#### **8. DEMONSTRATIONS/SAMPLES**

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

#### **9. DELIVERY (Non-Construction)**

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **10. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 10.1.1 Manufacturer's warranties and/or guarantees.
  - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

## **11. ACCEPTANCE OF MATERIAL**

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
  - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

## **12. BID EVALUATION AND AWARD**

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

## **13. INDEMNIFICATION**

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom

and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **14. TERMS OF PAYMENT**

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **15. LAWS**

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

## **16. AFFIRMATIVE ACTION**

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

## **17. LIVING WAGE**

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

## **18. EXECUTION OF AGREEMENT**

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
  - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
  - ☒ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
    - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
    - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
    - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
    - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

# **SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS**

## **CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION**

### **1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

### **2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for no more than **two** (2) additional one (1) year renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

### **3. BID PRICES**

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 **Escalation/De-escalation Clause:** In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
  5. Approved price changes are not applicable to orders already issued and in process at time of price change.
  6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

### **4. CONTRACT AWARD NOTIFICATION**

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

### **5. QUARTERLY REPORT**

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department

### **6. TERMINATION OF CONTRACT**

- 6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.